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7 *Navient Solutions, LLC*

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 OZZY VENEGAS,

11 Plaintiff,

12 v.

13 NAVIENT SOLUTIONS, LLC,

14 Defendant.  
15

Case No. 8:18-cv-01224

**STIPULATED PROTECTIVE  
ORDER**

1     **I.     PURPOSES AND LIMITATIONS**

2           A.     Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may  
5     be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6     enter the following Stipulated Protective Order. The parties acknowledge that this  
7     Order does not confer blanket protections on all disclosures or responses to  
8     discovery and that the protection it affords from public disclosure and use extends  
9     only to the limited information or items that are entitled to confidential treatment  
10    under the applicable legal principles. The parties further acknowledge, as set forth  
11    in Section XIII(C), below, that this Stipulated Protective Order does not entitle  
12    them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
13    the procedures that must be followed and the standards that will be applied when a  
14    party seeks permission from the Court to file material under seal.

15    **II.    GOOD CAUSE STATEMENT**

16           A.     This action is likely to involve commercial, financial, technical and/or  
17    proprietary information for which special protection from public disclosure and  
18    from use for any purpose other than prosecution of this action is warranted. Such  
19    confidential and proprietary materials and information consist of, among other  
20    things, confidential business or financial information, information regarding  
21    confidential business practices, or other confidential research, development, or  
22    commercial information, information otherwise generally unavailable to the public,  
23    or which may be privileged or otherwise protected from disclosure under state or  
24    federal statutes, court rules, case decisions, or common law. Accordingly, to  
25    expedite the flow of information, to facilitate the prompt resolution of disputes  
26    over confidentiality of discovery materials, to adequately protect information the  
27    parties are entitled to keep confidential, to ensure that the parties are permitted  
28    reasonable necessary uses of such material in preparation for and in the conduct of

1 trial, to address their handling at the end of the litigation, and serve the ends of  
2 justice, a protective order for such information is justified in this matter. It is the  
3 intent of the parties that information will not be designated as confidential for  
4 tactical reasons and that nothing be so designated without a good faith belief that it  
5 has been maintained in a confidential, non-public manner, and there is good cause  
6 why it should not be part of the public record of this case.

### 7 **III. DEFINITIONS**

8 A. Action: This pending federal law suit.

9 B. Challenging Party: A Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
12 how it is generated, stored or maintained) or tangible things that qualify for  
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
14 the Good Cause Statement.

15 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17 E. Designating Party: A Party or Non-Party that designates information  
18 or items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”

20 F. Disclosure or Discovery Material: All items or information,  
21 regardless of the medium or manner in which it is generated, stored, or maintained  
22 (including, among other things, testimony, transcripts, and tangible things), that are  
23 produced or generated in disclosures or responses to discovery in this matter.

24 G. Expert: A person with specialized knowledge or experience in a  
25 matter pertinent to the litigation who has been retained by a Party or its counsel to  
26 serve as an expert witness or as a consultant in this Action.

27 H. House Counsel: Attorneys who are employees of a party to this  
28 Action. House Counsel does not include Outside Counsel of Record or any other

1 outside counsel.

2 I. Non-Party: Any natural person, partnership, corporation, association,  
3 or other legal entity not named as a Party to this action.

4 J. Outside Counsel of Record: Attorneys who are not employees of a  
5 party to this Action but are retained to represent or advise a party to this Action  
6 and have appeared in this Action on behalf of that party or are affiliated with a law  
7 firm which has appeared on behalf of that party, and includes support staff.

8 K. Party: Any party to this Action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Outside Counsel of Record (and their  
10 support staffs).

11 L. Producing Party: A Party or Non-Party that produces Disclosure or  
12 Discovery Material in this Action.

13 M. Professional Vendors: Persons or entities that provide litigation  
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
16 and their employees and subcontractors.

17 N. Protected Material: Any Disclosure or Discovery Material that is  
18 designated as "CONFIDENTIAL."

19 O. Receiving Party: A Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

#### 21 **IV. SCOPE**

22 A. The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27 B. Any use of Protected Material at trial shall be governed by the orders  
28 of the trial judge. This Order does not govern the use of Protected Material at trial.

1     **V.     DURATION**

2             Even after final disposition of this litigation, the confidentiality obligations  
3     imposed by this Order shall remain in effect until a Designating Party agrees  
4     otherwise in writing or a court order otherwise directs. Final disposition shall be  
5     deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
6     with or without prejudice; and (2) final judgment herein after the completion and  
7     exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
8     including the time limits for filing any motions or applications for extension of  
9     time pursuant to applicable law.

10    **VI.    DESIGNATING PROTECTED MATERIAL**

11           A.     Exercise of Restraint and Care in Designating Material for Protection

12                 1.     Each Party or Non-Party that designates information or items  
13             for protection under this Order must take care to limit any such designation  
14             to specific material that qualifies under the appropriate standards. The  
15             Designating Party must designate for protection only those parts of material,  
16             documents, items, or oral or written communications that qualify so that  
17             other portions of the material, documents, items, or communications for  
18             which protection is not warranted are not swept unjustifiably within the  
19             ambit of this Order.

20                 2.     Mass, indiscriminate, or routinized designations are prohibited.  
21             Designations that are shown to be clearly unjustified or that have been made  
22             for an improper purpose (e.g., to unnecessarily encumber the case  
23             development process or to impose unnecessary expenses and burdens on  
24             other parties) may expose the Designating Party to sanctions.

25                 3.     If it comes to a Designating Party's attention that information  
26             or items that it designated for protection do not qualify for protection, that  
27             Designating Party must promptly notify all other Parties that it is  
28             withdrawing the inapplicable designation.

1           B.     Manner and Timing of Designations

2           1.     Except as otherwise provided in this Order (*see, e.g.*, Section  
3           B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
4           Discovery Material that qualifies for protection under this Order must be  
5           clearly so designated before the material is disclosed or produced.

6           2.     Designation in conformity with this Order requires the  
7           following:

8                   a.     For information in documentary form (e.g., paper or  
9                   electronic documents, but excluding transcripts of depositions or other  
10                  pretrial or trial proceedings), that the Producing Party affix at a  
11                  minimum, the legend “CONFIDENTIAL” (hereinafter  
12                  “CONFIDENTIAL legend”), to each page that contains protected  
13                  material. If only a portion or portions of the material on a page  
14                  qualifies for protection, the Producing Party also must clearly identify  
15                  the protected portion(s) (e.g., by making appropriate markings in the  
16                  margins).

17                  b.     A Party or Non-Party that makes original documents  
18                  available for inspection need not designate them for protection until  
19                  after the inspecting Party has indicated which documents it would like  
20                  copied and produced. During the inspection and before the  
21                  designation, all of the material made available for inspection shall be  
22                  deemed “CONFIDENTIAL.” After the inspecting Party has identified  
23                  the documents it wants copied and produced, the Producing Party  
24                  must determine which documents, or portions thereof, qualify for  
25                  protection under this Order. Then, before producing the specified  
26                  documents, the Producing Party must affix the “CONFIDENTIAL  
27                  legend” to each page that contains Protected Material. If only a  
28                  portion or portions of the material on a page qualifies for protection,

1 the Producing Party also must clearly identify the protected portion(s)  
2 (e.g., by making appropriate markings in the margins).

3 c. For testimony given in depositions, that the Designating  
4 Party identify the Disclosure or Discovery Material on the record,  
5 before the close of the deposition all protected testimony.

6 d. For information produced in form other than document  
7 and for any other tangible items, that the Producing Party affix in a  
8 prominent place on the exterior of the container or containers in which  
9 the information is stored the legend "CONFIDENTIAL." If only a  
10 portion or portions of the information warrants protection, the  
11 Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 C. Inadvertent Failure to Designate

14 1. If timely corrected, an inadvertent failure to designate qualified  
15 information or items does not, standing alone, waive the Designating Party's  
16 right to secure protection under this Order for such material. Upon timely  
17 correction of a designation, the Receiving Party must make reasonable  
18 efforts to assure that the material is treated in accordance with the provisions  
19 of this Order.

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 A. Timing of Challenges

22 1. Any party or Non-Party may challenge a designation of  
23 confidentiality at any time that is consistent with the Court's Scheduling  
24 Order.

25 B. Meet and Confer

26 1. The Challenging Party shall initiate the dispute resolution  
27 process under Local Rule 37.1 et seq.

28 C. The burden of persuasion in any such challenge proceeding shall be

1 on the Designating Party. Frivolous challenges, and those made for an improper  
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
3 parties) may expose the Challenging Party to sanctions. Unless the Designating  
4 Party has waived or withdrawn the confidentiality designation, all parties shall  
5 continue to afford the material in question the level of protection to which it is  
6 entitled under the Producing Party's designation until the Court rules on the  
7 challenge.

## 8 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

### 9 **A. Basic Principles**

10 1. A Receiving Party may use Protected Material that is disclosed  
11 or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action.  
13 Such Protected Material may be disclosed only to the categories of persons  
14 and under the conditions described in this Order. When the Action has been  
15 terminated, a Receiving Party must comply with the provisions of Section  
16 XIV below.

17 2. Protected Material must be stored and maintained by a  
18 Receiving Party at a location and in a secure manner that ensures that access  
19 is limited to the persons authorized under this Order.

### 20 **B. Disclosure of "CONFIDENTIAL" Information or Items**

21 1. Unless otherwise ordered by the Court or permitted in writing  
22 by the Designating Party, a Receiving Party may disclose any information or  
23 item designated "CONFIDENTIAL" only to:

24 a. The Receiving Party's Outside Counsel of Record in this  
25 Action, as well as employees of said Outside Counsel of Record to  
26 whom it is reasonably necessary to disclose the information for this  
27 Action;

28 b. The officers, directors, and employees (including House



1 Counsel) of the Receiving Party to whom disclosure is reasonably  
2 necessary for this Action;

3 c. Experts (as defined in this Order) of the Receiving Party  
4 to whom disclosure is reasonably necessary for this Action and who  
5 have signed the “Acknowledgment and Agreement to Be Bound”  
6 (Exhibit A);

7 d. The Court and its personnel;

8 e. Court reporters and their staff;

9 f. Professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary or  
11 this Action and who have signed the “Acknowledgment and  
12 Agreement to be Bound” attached as Exhibit A hereto;

13 g. The author or recipient of a document containing the  
14 information or a custodian or other person who otherwise possessed or  
15 knew the information;

16 h. During their depositions, witnesses, and attorneys for  
17 witnesses, in the Action to whom disclosure is reasonably necessary  
18 provided: (i) the deposing party requests that the witness sign the  
19 “Acknowledgment and Agreement to Be Bound;” and (ii) they will  
20 not be permitted to keep any confidential information unless they sign  
21 the “Acknowledgment and Agreement to Be Bound,” unless  
22 otherwise agreed by the Designating Party or ordered by the Court.  
23 Pages of transcribed deposition testimony or exhibits to depositions  
24 that reveal Protected Material may be separately bound by the court  
25 reporter and may not be disclosed to anyone except as permitted under  
26 this Stipulated Protective Order; and

27 i. Any mediator or settlement officer, and their supporting  
28 personnel, mutually agreed upon by any of the parties engaged in

1 settlement discussions.

2 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
3 **PRODUCED IN OTHER LITIGATION**

4 A. If a Party is served with a subpoena or a court order issued in other  
5 litigation that compels disclosure of any information or items designated in this  
6 Action as “CONFIDENTIAL,” that Party must:

7 1. Promptly notify in writing the Designating Party. Such  
8 notification shall include a copy of the subpoena or court order;

9 2. Promptly notify in writing the party who caused the subpoena  
10 or order to issue in the other litigation that some or all of the material  
11 covered by the subpoena or order is subject to this Protective Order. Such  
12 notification shall include a copy of this Stipulated Protective Order; and

13 3. Cooperate with respect to all reasonable procedures sought to  
14 be pursued by the Designating Party whose Protected Material may be  
15 affected.

16 B. If the Designating Party timely seeks a protective order, the Party  
17 served with the subpoena or court order shall not produce any information  
18 designated in this action as “CONFIDENTIAL” before a determination by the  
19 Court from which the subpoena or order issued, unless the Party has obtained the  
20 Designating Party’s permission. The Designating Party shall bear the burden and  
21 expense of seeking protection in that court of its confidential material and nothing  
22 in these provisions should be construed as authorizing or encouraging a Receiving  
23 Party in this Action to disobey a lawful directive from another court.

24 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
25 **PRODUCED IN THIS LITIGATION**

26 A. The terms of this Order are applicable to information produced by a  
27 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
28 produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be  
2 construed as prohibiting a Non-Party from seeking additional protections.

3 B. In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 1. Promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a  
9 confidentiality agreement with a Non-Party;

10 2. Promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a  
12 reasonably specific description of the information requested; and

13 3. Make the information requested available for inspection by the  
14 Non-Party, if requested.

15 C. If the Non-Party fails to seek a protective order from this court within  
16 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject  
20 to the confidentiality agreement with the Non-Party before a determination by the  
21 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this court of its Protected Material.

## 23 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 A. If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (1)  
27 notify in writing the Designating Party of the unauthorized disclosures, (2) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform

1 the person or persons to whom unauthorized disclosures were made of all the terms  
2 of this Order, and (4) request such person or persons to execute the  
3 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit  
4 A.

## 5 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR** 6 **OTHERWISE PROTECTED MATERIAL**

7 A. When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or  
15 work product protection, the parties may incorporate their agreement in the  
16 Stipulated Protective Order submitted to the Court.

## 17 **XIII. MISCELLANEOUS**

### 18 A. Right to Further Relief

19 1. Nothing in this Order abridges the right of any person to seek  
20 its modification by the Court in the future.

### 21 B. Right to Assert Other Objections

22 1. By stipulating to the entry of this Protective Order, no Party  
23 waives any right it otherwise would have to object to disclosing or  
24 producing any information or item on any ground not addressed in this  
25 Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this  
27 Protective Order.  
28

1 C. Filing Protected Material

2 1. A Party that seeks to file under seal any Protected Material  
3 must comply with Civil Local Rule 79-5. Protected Material may only be  
4 filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected  
6 Material under seal is denied by the Court, then the Receiving Party may file  
7 the information in the public record unless otherwise instructed by the Court.

8 **XIV. FINAL DISPOSITION**

9 A. After the final disposition of this Action, as defined in Section V,  
10 within sixty (60) days of a written request by the Designating Party, each  
11 Receiving Party must return all Protected Material to the Producing Party or  
12 destroy such material. As used in this subdivision, "all Protected Material"  
13 includes all copies, abstracts, compilations, summaries, and any other format  
14 reproducing or capturing any of the Protected Material. Whether the Protected  
15 Material is returned or destroyed, the Receiving Party must submit a written  
16 certification to the Producing Party (and, if not the same person or entity, to the  
17 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
18 appropriate) all the Protected Material that was returned or destroyed and (2)  
19 affirms that the Receiving Party has not retained any copies, abstracts,  
20 compilations, summaries or any other format reproducing or capturing any of the  
21 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
22 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if  
25 such materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section V.

28 B. Any violation of this Order may be punished by any and all

appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: October 24, 2018

/s/ Trinette G. Kent

Trinette G. Kent  
Attorney for Plaintiff

Dated: October 24, 2018

/s/ Lisa M. Simonetti

Lisa M. Simonetti  
Attorney for Defendant

Attestation Pursuant To L.R. 5-4.3.4(a)(2)(i)

I, Lisa M. Simonetti, attest that all other signatories listed above, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

Dated: October 26, 2018

/s/ Autumn D. Spaeth

Honorable Autumn D. Spaeth  
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was  
6 issue by the United States District Court for the Central District of California on  
7 [DATE] in the case of \_\_\_\_\_ [insert formal name of the case  
8 and the number and initials assigned to it by the Court]. I agree to comply with and  
9 to be bound by all the terms of this Stipulated Protective Order and I understand  
10 and acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
12 any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the terms  
17 of this Stipulated Protective Order, even if such enforcement proceedings occur  
18 after termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23  
24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed Name: \_\_\_\_\_

27 Signature: \_\_\_\_\_  
28